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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

REMI HAMILTON, an individual;  
RAYANNE NAVARRO  
HERNANDEZ, an individual;  
JASMINE HAMILTON, an individual;  
and JENNIFER GARCIA-  
HAMILTON, an individual,

Plaintiffs,

v.

CITY OF COVINA, a municipal entity  
and DOES 1 through 10, inclusive,

Defendants.

Case No. 2:18-CV-09822-JAK-MAA

*[The Honorable John A. Kronstadt;  
Magistrate Judge Maria A. Audero]*

**PROTECTIVE ORDER RE  
CONFIDENTIAL DOCUMENTS**

PURSUANT TO THE STIPULATION OF THE PARTIES (“Stipulation for Entry of Protective Order re Confidential Documents”), and pursuant to the Court’s inherent and statutory authority, including but not limited to the Court’s authority under the applicable Federal Rules of Civil Procedure and the United States District Court, Central District of California Local Rules; after due

consideration of all of the relevant pleadings, papers, and records in this action; and upon such other evidence or argument as was presented to the Court; Good Cause appearing therefor:

**IT IS HEREBY ORDERED** that:

**1. PURPOSES AND LIMITATIONS.**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

**A. Good Cause Statement**

This action is likely to involve confidential peace officer personnel file documents, internal agency evaluative/investigative documents, plaintiffs' medical and/or psychotherapeutic records, as well as personal identifying information of third party witnesses (i.e. addresses, telephone numbers, etc.), for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials

and information consist of, among other things, personnel file information, agency

1 decision-making, deliberative process, and internal evaluation/analysis; plaintiffs'  
2 confidential medical and/or psychotherapeutic treatment information; and personal  
3 identifying information of any third party witnesses, otherwise generally  
4 unavailable to the public, or which may be privileged or otherwise protected from  
5 disclosure under state or federal statutes, court rules, case decisions, or common  
6 law.

7 Accordingly, to expedite the flow of information, to facilitate the prompt  
8 resolution of disputes over confidentiality of discovery materials, to adequately  
9 protect information the parties are entitled to keep confidential to ensure that the  
10 parties are permitted reasonable necessary uses of such material in preparation for  
11 and in the conduct of trial, to address their handling at the end of the litigation, and  
12 serve the ends of justice, a protective order for such information is justified in this  
13 matter. It is the intent of the parties that information will not be designated as  
14 confidential for tactical reasons and that nothing be so designated without a good  
15 faith belief that it has been maintained in a confidential, non-public manner, and  
16 there is good cause why it should not be part of the public record of this case.  
17

18 **2. DEFINITIONS.**

19 2.1 Action: this pending federal law suit, *Remi Hamilton et al. v.*  
20 *City of Covina et al.*, case number 2:18-CV-09822-JAK-MAA.

21 2.2 Challenging Party: a Party or Non-Party that challenges the  
22 designation of information or items under this Order.  
23

24 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
25 how it is generated, stored or maintained) or tangible things that qualify for  
26 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
27 the Good Cause Statement.  
28

1           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
2 their support staff).

3           2.5    Designating Party: a Party or Non-Party that designates information or  
4 items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL.”

6           2.6    Disclosure or Discovery Material: all items or information, regardless  
7 of the medium or manner in which it is generated, stored, or maintained (including,  
8 among other things, testimony, transcripts, and tangible things), that are produced  
9 or generated in disclosures or responses to discovery in this matter.

10          2.7    Expert: a person with specialized knowledge or experience in a matter  
11 pertinent to the litigation who has been retained by a Party or its counsel to serve  
12 as an expert witness or as a consultant in this Action, as well as any person  
13 retained, designated, or disclosed by a Party as an expert pursuant to Federal Rule  
14 of Civil Procedure 26(a)(2) or other applicable discovery Rules or statutes.

15          2.8    House Counsel: attorneys who are employees of a party to this Action.  
16 House Counsel does not include Outside Counsel of Record or any other outside  
17 counsel.  
18

19          2.9    Non-Party: any natural person, partnership, corporation, association,  
20 or other legal entity not named as a Party to this action.

21          2.10   Outside Counsel of Record: attorneys who are not employees of a  
22 party to this Action but are retained to represent or advise a party to this Action  
23 and have appeared in this Action on behalf of that party or are affiliated with a law  
24 firm which has appeared on behalf of that party, and includes support staff.

25          2.11   Party: any party to this Action, including all of its officers, directors,  
26 employees, consultants, retained experts, and Outside Counsel of Record (and their  
27 support staffs).  
28

1       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2       Discovery Material in this Action.

3       2.13 Professional Vendors: persons or entities that provide litigation support  
4       services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5       demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6       and their employees and subcontractors.

7       2.14 Protected Material: any Disclosure or Discovery Material that is  
8       designated as “CONFIDENTIAL.”

9       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
10       from a Producing Party.

11       **3.    SCOPE OF PROTECTION.**

12       The protections conferred by this Stipulation and Order cover not only  
13       Protected Material (as defined above), but also (1) any information copied or  
14       extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15       compilations of Protected Material; and (3) any testimony, conversations, or  
16       presentations by Parties or their Counsel that might reveal Protected Material.

17       Any use of Protected Material at trial shall be governed by the orders of the  
18       trial judge. This Order does not govern the use of Protected Material at trial.

19       **4.    DURATION OF PROTECTION.**

20       Even after final disposition of this litigation, the confidentiality obligations  
21       imposed by this Order shall remain in effect until a Designating Party agrees  
22       otherwise in writing or a court order otherwise directs. Final disposition shall be  
23       deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
24       with or without prejudice; and (2) final judgment herein after the completion and  
25       exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
26       including the time limits for filing any motions or applications for extension of  
27       time pursuant to applicable law.  
28

1 **5. DESIGNATION OF PROTECTED MATERIAL/CONFIDENTIAL**  
2 **DOCUMENTS.**

3 5.1 Exercise of Restraint and Care in Designating Material for Protection.

4 Each Party or Non-Party that designates information or items for protection under  
5 this Order must take care to limit any such designation to specific material that  
6 qualifies under the appropriate standards. The Designating Party must designate for  
7 protection only those parts of material, documents, items, or oral or written  
8 communications that qualify so that other portions of the material, documents,  
9 items or communications for which protection is not warranted are not swept  
10 unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations  
12 that are shown to be clearly unjustified or that have been made for an improper  
13 purpose (e.g., to unnecessarily encumber the case development process or to  
14 impose unnecessary expenses and burdens on other parties) may expose the  
15 Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it  
17 designated for protection do not qualify for protection, that Designating Party must  
18 promptly notify all other Parties that it is withdrawing the inapplicable designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in  
20 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
22 under this Order must be clearly so designated before the material is disclosed or  
23 produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic  
26 documents, but excluding transcripts of depositions or other pretrial or trial  
27  
28

proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants

copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition, and all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

1           5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive  
3 the Designating Party's right to secure protection under this Order for such  
4 material. Upon timely correction of a designation, the Receiving Party must make  
5 reasonable efforts to assure that the material is treated in accordance with the  
6 provisions of this Order.

7           5.4 Alteration of Confidentiality Stamp Prohibited. A Receiving Party  
8 shall not alter, edit, or modify any Protected Material so as to conceal, obscure, or  
9 remove a "CONFIDENTIAL" stamp or legend thereon; nor shall a Receiving Party  
10 take any other action so as to make it appear that Protected Material is not subject  
11 to the terms and provisions of this Stipulation and its associated Order. However,  
12 nothing in this section shall be construed so as to prevent a Receiving Party from  
13 challenging a confidentiality designation subject to the provisions of section 6,  
14 *infra*.

15  
16 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

17           6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
18 designation of confidentiality at any time that is consistent with the  
19 Court's  
20 Scheduling Order.

21           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
22 resolution process under Local Rule 37.1 et seq.

23           6.3 Burden or Persuasion. The burden of persuasion in any such challenge  
24 proceeding shall be on the Designating Party. Frivolous challenges, and those  
25 made for an improper purpose (e.g., to harass or impose unnecessary expenses  
26 and burdens on other parties) may expose the Challenging Party to sanctions.  
27 Unless the Designating Party has waived or withdrawn the confidentiality  
28



1 designation, all parties shall continue to afford the material in question the level  
2 of protection to which it is entitled under the Producing Party's designation until  
3 the Court rules on the challenge.

4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

5 7.1 Basic Principles. A Receiving Party may use Protected Material that  
6 is disclosed or produced by another Party or by a Non-Party in connection with  
7 this Action only for prosecuting, defending, or attempting to settle this Action.  
8 Such Protected Material may be disclosed only to the categories of persons and  
9 under the conditions described in this Order. When the Action has been  
10 terminated, a Receiving Party must comply with the provisions of section 13  
11 below (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a  
13 location and in a secure manner that ensures that access is limited to the persons  
14 authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party,  
17 a Receiving Party may disclose any information or item designated  
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
20 well as employees of said Outside Counsel of Record to whom it is reasonably  
21 necessary to disclose the information for this Action;

22 (b) the officers, officers, directors, and employees (including House  
23 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
24 this Action;

25 (c) Experts (as defined in this Order) of the Receiving Party to whom  
26 disclosure is reasonably necessary for this Action;

27 (d) the court and its personnel –  
28

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and Professional
- 3 Vendors to whom disclosure is reasonably necessary for this Action;
- 4 (g) the author or recipient of a document containing the information or
- 5 a custodian or other person who otherwise possessed or knew the information;
- 6 (h) during their depositions, witnesses, and attorneys for witnesses,
- 7 in the Action to whom disclosure is reasonably necessary provided: (1) the
- 8 deposing party requests that the witness sign the form attached as Exhibit A
- 9 hereto; and (2) they will not be permitted to keep any confidential information
- 10 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit
- 11 A), unless otherwise agreed by the Designating Party or ordered by the court.
- 12 Pages of transcribed deposition testimony or exhibits to depositions that reveal
- 13 Protected Material may be separately bound by the court reporter and may not
- 14 be disclosed to anyone except as permitted under this Stipulated Protective
- 15 Order; and
- 16
- 17 (i) any mediator or settlement officer, and their supporting
- 18 personnel, mutually agreed upon by any of the parties engaged in settlement
- 19 discussions.

20 7.3. Notice of Confidentiality. Prior to producing or disclosing Protected

21 Material/Confidential Documents to persons to whom this Stipulation and its Order

22 permits disclosure or production (see section 7.2, *supra*), a Receiving Party shall

23 provide a copy of this Stipulation and Order to such persons so as to put such

24 persons on notice as to the restrictions imposed upon them herein: except that, for

25 experts, court reporters, and Professional Vendors, it shall be sufficient notice for

26 Counsel for the Receiving Party to give the witness a verbal admonition (on the

27 record, for witnesses) regarding the provisions of this Stipulation and its Order and

28 such provisions' applicability to specified Protected Material at issue.

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2 **PRODUCED IN OTHER LITIGATION.**

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification  
7 shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or  
9 order to issue in the other litigation that some or all of the material covered by the  
10 subpoena or order is subject to this Protective Order. Such notification shall  
11 include a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be  
13 pursued by the Designating Party whose Protected Material may be affected.  
14

15 If the Designating Party timely seeks a protective order, the Party served  
16 with the subpoena or court order shall not produce any information designated in  
17 this action as “CONFIDENTIAL” before a determination by the court from which  
18 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
19 permission. The Designating Party shall bear the burden and expense of seeking  
20 protection in that court of its confidential material and nothing in these provisions  
21 should be construed as authorizing or encouraging a Receiving Party in this Action  
22 to disobey a lawful directive from another court.  
23

24 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
25 **PRODUCED IN THIS LITIGATION.**

26 (a) The terms of this Order are applicable to information produced by  
27 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
28 information produced by Non-Parties in connection with this litigation is protected

1 by the remedies and relief provided by this Order. Nothing in these provisions  
2 should be construed as prohibiting a Non-Party from seeking additional  
3 protections.

4 (b) In the event that a Party is required, by a valid discovery request,  
5 to produce a Non-Party's confidential information in its possession, and the Party  
6 is subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-  
9 Party that some or all of the information requested is subject to a confidentiality  
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated  
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the  
15 Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court within 14  
17 days of receiving the notice and accompanying information, the Receiving Party  
18 may produce the Non-Party's confidential information responsive to the discovery  
19 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
20 not produce any information in its possession or control that is subject to the  
21 confidentiality agreement with the Non-Party before a determination by the court.  
22

23  
24 Absent a court order to the contrary, the Non-Party shall bear the burden and  
25 expense of seeking protection in this court of its Protected Material.

26 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
28 Protected Material to any person or in ~~any~~ circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
2 writing the Designating Party of the unauthorized disclosures, (b) use its best  
3 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
4 person or persons to whom unauthorized disclosures were made of all the terms of  
5 this Order, and (d) request such person or persons to execute the “Acknowledgment  
6 and Agreement to Be Bound” that is attached hereto as Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
8 **PROTECTED MATERIAL.**

9 When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other  
11 protection, the obligations of the Receiving Parties are those set forth in Federal  
12 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
13 whatever procedure may be established in an e-discovery order that provides for  
14 production without prior privilege review. Pursuant to Federal Rule of Evidence  
15 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
16 of a communication or information covered by the attorney-client privilege or  
17 work product protection, the parties may incorporate their agreement in the  
18 stipulated protective order submitted to the court.  
19

20 **12. MISCELLANEOUS.**

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
22 person to seek its modification by the Court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
24 Protective Order no Party waives any right it otherwise would have to object to  
25 disclosing or producing any information or item on any ground not addressed in this  
26 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
27 ground to use in evidence of any of the material covered by this Protective Order.  
28

1           12.3 Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
3 may only be filed under seal pursuant to a court order authorizing the sealing of the  
4 specific Protected Material at issue. If a Party's request to file Protected Material  
5 under seal is denied by the court, then the Receiving Party may file the information  
6 in the public record unless otherwise instructed by the court.

7           Nothing in this paragraph shall be construed to bind the Court so as to limit  
8 or prevent the publication of any Confidential Documents to the jury or factfinder,  
9 at the time of trial of this matter, where the Court has deemed such Confidential  
10 Documents to be admissible into evidence.

11 **13. FINAL DISPOSITION.**

12           After the final disposition of this Action, as defined in paragraph 4, within  
13 60 days of a written request by the Designating Party, each Receiving Party must  
14 return all Protected Material to the Producing Party or destroy such material. As  
15 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
16 compilations, summaries, and any other format reproducing or capturing any of the  
17 Protected Material. Whether the Protected Material is returned or destroyed, the  
18 Receiving Party must submit a written certification to the Producing Party (and, if  
19 not the same person or entity, to the Designating Party) by the 60 day deadline that  
20 (1) identifies (by category, where appropriate) all the Protected Material that was  
21 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
22 copies, abstracts, compilations, summaries or any other format reproducing or  
23 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
24 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
25 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
26 and trial exhibits, expert reports, attorney work product, and consultant and expert  
27 work product, even if such materials contain Protected Material. Any such archival  
28

1 copies that contain or constitute Protected Material remain subject to this  
2 Protective Order as set forth in Section 4 (DURATION).

3 The provisions of the parties' Stipulation and this Protective Order shall be  
4 in effect until further Order of the Court.

5 **IT IS SO ORDERED.**

6  
7 Dated: April 26, 2019

  
\_\_\_\_\_  
8 **UNITED STATES MAGISTRATE JUDGE**  
9 **MARIA A. AUDERO**